

This instrument prepared by:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Parcel Identification No.: \_\_\_\_\_

### EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (this "Easement Agreement") is made this \_\_\_\_ day of \_\_\_\_\_, 2006, by \_\_\_\_\_ ("Grantor") to \_\_\_\_\_ ("Grantee"), whose address is \_\_\_\_\_.

### WITNESSETH:

WHEREAS, Grantor is the fee simple owner of that certain property described in Exhibit "A" annexed hereto (the "Easement Property"); and

WHEREAS, Grantee is the fee simple owner of that certain property described in Exhibit "B" hereto (the "Grantee's Property"); and

WHEREAS, Grantee has requested a \_\_\_\_\_ easement for \_\_\_\_\_

NOW, THEREFORE, for good and valuable consideration paid by Grantee to Grantor, receipt of which is hereby acknowledged, Grantor and Grantee hereby agree as follows:

1. **Grant of Easement.** Grantor hereby grants and conveys to Grantee, its heirs, successors and assigns forever, \_\_\_\_\_ easement upon and under the Easement Property for purposes of \_\_\_\_\_.

2. **Construction of Improvements.** Grantee, prior to the installation, repair, replacement and maintenance of \_\_\_\_\_ (the "Improvements") shall submit to

the Grantor, for its approval, the proposed construction contract to be entered into by Grantee with a licensed contractor for the construction of the Improvements, the form and content of which shall be reasonably acceptable to the Grantor. Grantee shall, at its sole cost and expense, take all necessary action, without cost to Grantor, to satisfy any mechanic's liens placed on the Easement Property as a result of the Improvements or any other work performed by Grantee or on his behalf in the Easement Property. Grantee shall further bond any such liens within ten (10) days of request by Grantor.

Prior to the commencement of such Improvement work, Grantee shall also submit to Grantor evidence of Public Liability Insurance in the amount of \$1,000,000.00 with regard to the construction of said Improvements together with paid receipts and name Grantor as an additional insured. Such policies shall be with such insurance company that is acceptable to Grantor and shall provide for the amount of coverage as is requested by Grantor and shall be subject to the prior review and approval of the Grantor. Lastly, such policies shall not be modified or terminated except after thirty (30) days' written notice to Grantor.

In addition, at Grantor's sole option, Grantee shall cause the contractor doing the Improvement work to obtain a 100% labor, material and performance bond in the amount of the construction contract with a surety company reasonably acceptable to Grantor. The bond shall be in form and content reasonably acceptable to Grantor and shall be obtained prior to the commencement of any Improvements work on the Easement Property. Prior to the commencement of the Improvement work, Grantee shall secure any necessary building permits from the appropriate municipality and such work shall be done in accordance with all applicable laws, codes, rules and regulations. Grantee agrees that all Improvements shall be constructed underground and there shall be no overhang or above ground Improvements constructed on the Easement Property. All

Improvement work shall be conducted in a manner which shall not cause any nuisance or disturbance to the Grantor or any of the tenants, residents, invitees, employees or agents of Grantor.

3. **Maintenance, Repair and Replacement.** It shall be the Grantee's sole obligation to install, construct, maintain, repair and replace all Improvements on the Easement Property at no expense whatsoever to the Grantor. In the event that Grantee installs, constructs, maintains, repairs or replaces any of the Improvements, Grantee shall be obligated to restore the surface condition of the Easement Property and Grantor's property and improvements thereon, including trees, any improvements, and shrubs, to the condition existing prior to such construction, installation, maintenance, repair and/or replacement. Grantor shall not place any improvements within \_\_\_\_\_ feet of the easement. If the Grantor constructs any improvements in violation of this agreement, Grantee will not be obligated to repair same.

4. **Termination of Easement.** In the event that Grantee ceases to use the Improvements on the Easement Property for the purposes as set forth herein or in the event Grantee otherwise abandons the use of the Easement Property, this Easement Agreement herein shall terminate automatically and shall have no further force and effect. This Easement Agreement shall further terminate upon recordation in the public records of \_\_\_\_\_ County, Florida, of an agreement terminating the easement executed by Grantor and Grantee or their respective successors, assigns, or transferees.

5. **Indemnification.** Grantee hereby indemnifies Grantor for all expenses, damages, liabilities, court costs and attorneys' fees incurred by Grantor as a result of Grantee's failure to comply with any of its responsibilities, obligations or duties as expressed in this Easement Agreement or in the event Grantor incurs any liability as a result of the granting of this easement or as a result of Grantee's exercise of any of its rights under this Easement Agreement. Grantor agrees

to indemnify and hold Grantee harmless for any cost or expenses occasioned by any Grantor=s violation by this Easement Agreement.

6.     **Binding Effect.** The obligations, responsibilities and duties as set forth in this Easement Agreement shall be binding on Grantee and its successors and assigns and subsequent owners of the Grantee's Property and shall also be binding on Grantor and its successors and assigns and subsequent owners of the Easement Property. This easement shall run with the Easement Property and shall be binding on the owner of the Easement Property and its successors and assigns. All references to Grantor herein shall be deemed to apply to Grantor and its successors and assigns. All references to Grantor herein shall be deemed to apply to Grantor and its successors and assigns and subsequent owners of the Easement Property. All references to Grantee herein shall be deemed to refer to Grantee and its successors and assigns and subsequent owners of the Grantee's Property.

[SIGNATURES CONTINUED ON NEXT PAGE]

IN WITNESS WHEREOF, Grantor has caused this Easement Agreement to be duly signed in the manner set forth below.

Signed, sealed and delivered  
in the presence of:

GRANTEE:

\_\_\_\_\_

\_\_\_\_\_  
Name:

By:  
Name:  
Title:

\_\_\_\_\_  
Name:

STATE OF FLORIDA                    )  
  )SS:  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2006 by \_\_\_\_\_, as \_\_\_\_\_ of Structural Prestressed Industries, Inc., a Florida corporation on behalf of the corporation. He is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public, State of Florida At Large

My Commission Expires:

GRANTOR:

\_\_\_\_\_  
Name: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_

STATE OF FLORIDA                    )  
  )SS:  
COUNTY OF MIAMI-DADE         )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_,  
2006 by \_\_\_\_\_. He is personally known to me or has produced  
\_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public, State of Florida At Large

My Commission Expires:

EXHIBIT AA@

EXHIBIT AB@



EXHIBIT AC@